~~12~~ ~~38~~. (Amended) The computer program product of claim ~~37~~ 21, wherein converting includes:

deciphering the bundle code to identify the providers for the products.

REMARKS

Applicants thank the Examiner for indicating that there is allowable subject matter in claims 13-16, 28-31, and 43-48. In reply to the Office Action, Applicants have amended claims 7, 8, 22, 23, 37, and 38 to clarify the claimed subject matter and canceled claims 49-51 without prejudice or disclaimer of their subject matter. Claims 7-16, 22-31, and 37-48 remain pending.

In the Office Action, the Examiner rejected claims 7-12, 22-27, 37-42 and 49-51 under 35 U.S.C. 103(a) as being unpatentable over Riskin (US Patent No. 4,757, 267) ("*Riskin*"). Applicants respectfully submit that these claims are allowable for at least three reasons. First, Applicants traverse the rejections because *Riskin* does not disclose all the recited features. Second, Applicants' amendments have made the rejections moot. And finally, it would not have been obvious to one of ordinary skill in the art to modify *Riskin* with the recited features that the Examiner concedes are missing from *Riskin*.

Riskin Does Not Disclose The Recited Provisioning Request Features

In the Office Action, the Examiner maintained the contention that *Riskin* discloses the recited "provisioning requests" and "providing the provisioning requests to the plurality of providers," as recited in claims 7, 22 and 37, because *Riskin*'s dialed number provides an automatic telephone connection to a product advertiser. (Office Action

("OA") ¶2 at 2.) For the reasons specified in the previous Response to the Office Action mailed July 3, 2001, as well as for the following reasons, Applicants traverse this rejection. Applicants have also amended the claims to further clarify features believed to be inherent in the claims as filed.

The amendment explicitly expresses what was already inherent in the claim language--namely that a bundle code specifies at least two different products that come from at least two different providers, and that a specifically-formatted provisioning request is provided to each of at least two different providers so that each provider can initiate a product supply process for the customer. *Riskin* simply does not teach or suggest these recited features.

The Examiner contends that merely connecting a calling customer to the nearest dealer of an advertised product based on the number dialed on a telephone discloses "providing the provisioning requests" to "providers", as recited in the claims. (OA ¶2 at 2.) Initially, Applicants note that the connection of a telephone call to a single dealer for a single product does not teach the recited provisioning requests for more than one provider, each different provider providing at least one product. Moreover, a mere telephone connection does not even pass any information between the parties.

Furthermore, *Riskin* does not disclose the recited provisioning requests as the Examiner contends, because the claimed "provisioning requests" are far different than *Riskin*'s voice connection. The amended claims now expressly recite several inherent provisioning request features that *Riskin* does not teach or suggest. Among other things, the amended claims recite "at least one . . . provisioning request for each provider" of at least two different providers, and each provisioning request is

"specifically-formatted . . . for each provider" of at least two different providers. As the Examiner admitted, *Riskin* does not disclose connecting a caller to two different providers. Consequently, *Riskin* also does not disclose a provisioning request for each of at least two different providers. To support the Examiner's contention that call connection discloses provisioning requests, *Riskin's* caller would have to connect to at least two different dealers and then verbally order at least two different products. *Riskin* makes no disclosure of multiple connections in this way. *Riskin* also teaches nothing regarding formatting the provisioning requests as claimed. *Riskin's* system enables a caller to place an order by speaking with a dealer, and under the Examiner's contentions, *Riskin's* system would have to format the customer's spoken order differently for each dealer called to in order to disclose this claimed feature. Again, *Riskin* makes no disclosure of such a system, and indeed there is no need for formatting verbal orders.

For a proper rejection under 35 U.S.C. § 103(a), the cited reference must teach or suggest each and every element recited in the claims. For at least the foregoing reasons, *Riskin* does not disclose several of the provisioning request features recited in independent claims 7, 22, and 37. Furthermore, the Examiner does not allege that these features are obvious. Therefore, Applicants respectfully submit and that these claims are allowable over *Riskin*. Applicants further submit that claims 8-12, 23-27, and 38-42, which depend from claims 7, 22, and 37 respectively, are also allowable for at least the foregoing reasons.

"A Bundle Code Indicating At Least Two Products Offered By At Least Two Providers"

Is Not An Obvious Modification To *Riskin*

Applicants have amended the language of claims 7, 22, and 37 to expressly

recite features inherent in the words of the claims: "each bundle code indicating at least

two products offered by at least two different providers," and "converting a portion of the

received request into at least one specifically-formatted provisioning request for each

provider based on the received bundle code." Among other things, *Riskin* does not

teach or suggest that each provider (dealer) offers at least one of at least two products

that the customer (caller) requests, and that at least two bundle-code-based

provisioning requests are provided to at least two different providers for at least two

products, as recited in the amended claims.

Accordingly, Applicants submit that this amendment renders the Examiners

rejections moot and places claims 7-12, 22-27, 37-42 in condition for allowance.

Moreover, the Examiner conceded in the Office Action that unlike the claimed

bundle code, *Riskin* does not disclose a code indicating "at least two providers" because

Riskin's dialed phone number relates to only one geographically-nearby dealer. (OA at

3.) The Examiner also conceded that unlike the claimed bundle code, *Riskin* does not

disclose that the dialed phone number relates to "at least two products." (OA at 3.) The

Examiner rejected the claims nonetheless, based on two assertions: (1) that relating

the dialed phone number to more than one service provider would have been obvious to

one of ordinary skill in the art because *Riskin* discloses using the dialed number for a

particular product "to direct [the caller to] other service providers selling the same

product in the same geographic area," and (2) that relating the dialed number to a set of

products would have been obvious to one of ordinary skill, motivated to "provid[e] easy ordering steps of a set of associated products." (OA at 3.)

The Examiner's assertions fail, however, because they ignore *Riskin's* teachings regarding the use of the dialed telephone number--namely to connect a calling customer to the geographically-nearest dealer of an advertised product. If *Riskin's* system were modified in a manner to approximate the claimed invention as the Examiner proposed, a calling customer would be connected to two different geographically-chosen dealers of two different products. This makes no sense in light of *Riskin's* overall system. According to *Riskin's* system, the dealers may be up to 50 miles from the caller, and thus up to 100 miles from each other. (Col. 19, lines 18-19). To use the Examiner's example, one of ordinary skill would not be motivated to modify *Riskin* in a manner that requires a customer to make two trips, driving up to 50 miles for each trip, just to purchase a TV from one dealer and to purchase a remote control from another.

Moreover, *Riskin* teaches away from the modifications the Examiner proposed in the Office Action. One core teaching of *Riskin* is that the customer places the telephone call in response to an advertisement for a product (*e.g.*, col. 1, lines 65-68; col. 7, lines 34-36; Fig. 3.) and is connected to the nearest dealer of the product so that the customer may conveniently purchase the product. Modifying *Riskin* as the Examiner proposed would require advertisers to act against their interests. Specifically, according to the Examiner's proposed modification, one of two advertisements would have to be placed. Either (1) two different companies would have to advertise at least two of their products together, for example Toshiba and Sony advertising a Toshiba TV and a Sony

VCR together as a bundle; or (2) one company would have to advertise at least two of its products together and be willing to send a customer to two different dealers to purchase them, for example Toshiba advertising a Toshiba TV and a Toshiba VCR together and sending the customer to two different Toshiba dealers to buy each. Neither manufacturers nor dealers would do this, because each wants to sell its own products, not those of competing manufacturers or competing dealers. It goes against all sensible business practices to send customers to competitors. Accordingly, there is no suggestion or motivation in the knowledge of one of ordinary skill in the art to modify *Riskin*'s system as the Examiner suggested. To the contrary, one of ordinary skill in the art would not consider the proposed *Riskin* system modification feasible, because advertisers place advertisements to increase their own sales, not those of competitors.

For a proper rejection under 35 U.S.C. § 103(a), the Examiner must demonstrate, among other things, some suggestion or motivation, either in *Riskin* or the general knowledge of one of ordinary skill, to modify *Riskin* in a manner resulting in the claimed invention. (*See* M.P.E.P. § 2143.) The Examiner has failed to demonstrate suggestion or motivation because the Examiner's asserted motivation ignores the purpose and usage of the dialed number in *Riskin*'s system, and because the asserted motivation is contrary to the long-standing reasonable behavior of businesses and advertisers in the *Riskin* system. Accordingly, Applicants respectfully submit that the Examiner's section 103(a) rejection is not proper, and therefore claims 7-12, 22-27, and 37-42 are allowable.

In view of the foregoing amendments and remarks, Applicants respectfully request the reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 07-2339.

Respectfully submitted,

Dated: 3/15/2002

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CLAIM CHANGES APPENDIX

Please cancel claims 49–51 without prejudice or disclaimer of their subject

matter, and amend claims 7, 8, 22, 23, 37, and 38 to read as follows:

7. (Thrice Amended) A method for processing requests for products comprising

the steps, performed by a processor, of:

storing in a database a set of bundle codes, each bundle code indicating [a set

of] <u>at least two</u> products offered by [a plurality of] <u>at least two different</u> providers;

receiving a request identifying a customer and including a bundle code;

converting a portion of the received request into [a set of] <u>at least one specifically</u>

<u>-formatted</u> provisioning request[s] <u>for each provider</u> based on the received bundle code;

and

providing the provisioning requests to the [plurality of] providers <u>to initiate a</u>

<u>product supply process by each provider</u>.

8. (Amended) The method of claim 7, wherein the converting step includes the

substep of:

deciphering the bundle code to identify the [plurality of] providers for the

[selected] products.

22. (Thrice Amended) A billing controller for processing requests for products

comprising:

a database configured to store a set of bundle codes, each bundle code

indicating [a set of] at least two products offered by [a plurality of] at least two different

providers;

a receiver configured to receive a request identifying a customer and including a

bundle code;

a converter configured to convert a portion of the received request into [a set of]

at least one specifically -formatted provisioning request[s] for each provider based on

the received bundle code; and

a component configure to provide the requests to the [plurality of] providers to

initiate a product supply process by each provider.

23. (Twice Amended) The billing controller of claim 22, wherein the converter

includes:

a decoder configured to decode the bundle code to identify the [plurality of]

providers for the [selected] products.

37. (Four Times Amended) A computer program product containing instructions

for causing a data processor to perform a method, the method comprising:

storing in a database a set of bundle codes, each bundle code indicating [a set

of] at least two products offered by [a plurality of] at least two different providers;

receiving a request identifying a customer and including a bundle code;

converting a portion of the received request into [a set of] at least one

specifically-formatted provisioning request[s] for each provider based on the received

bundle code; and

providing the provisioning requests to the [plurality of] providers to initiate a

product supply process by each provider.

38. (Amended) The computer program product of claim 37, wherein converting

includes:

deciphering the bundle code to identify the [plurality of] providers for the

[selected] products.